

**UNITED STATES DISTRICT COURT
DISTRICT OF MAINE**

Wilmington Trust, National Association, not in its individual capacity, but solely as trustee for MFRA Trust 2014-2	CIVIL ACTION NO: 2:24-cv-00164-NT
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Plaintiff

vs.

James W. Booth

Defendant

**RE: Stipulation of Facts
638 Alfred Road, Arundel, ME 04046**

**Mortgage:
July 16, 2007
Book 15210, Page 372, Re-recorded in Book
15485 Page 224**

NOW COMES the Plaintiff, Wilmington Trust, National Association, not in its individual through their respective undersigned counsel, and hereby file the following Statement of Stipulated Facts.

STATEMENT OF STIPULATED FACTS

1. On July 16, 2007, Hobson and Andrea Jandebour conveyed the property located at 638 Alfred Road, Town of Arundel, County of York, and State of Maine (the “Property”), to the Defendant, James W. Booth, by a warranty deed, which was recorded in the York County Registry of Deeds in Book 15210, Page 370. The Deed includes a description of the Property. A true copy of the Deed is Exhibit 1.
2. The Defendant, James W. Booth, resides at the Property.
3. The Property has been the primary residence of the Defendant, James W. Booth, since he acquired it in 2007.
4. The Defendant, James W. Booth, receives mail delivery by the U.S. Postal Service at the

Property and at Post Office Box 243, Saco, ME 04072. They are both good addresses for mail correspondence to the Defendant.

5. On June 16, 2007, the Defendant, James W. Booth, executed, acknowledged, and delivered a Note to SunTrust Mortgage, Inc., in the amount of Two Hundred Forty-Five Thousand and 00/100 Dollars (\$245,000.00) (the “Booth Note”).

6. The Booth Note was given to SunTrust Mortgage, Inc., in exchange for money lent by SunTrust to the Defendant to buy the Property.

7. To secure the Booth Note, James W. Booth executed, acknowledged, and delivered a Mortgage against the Property to SunTrust Mortgage, Inc., and to Mortgage Electronic Registration Systems (“MERS”), as nominee for SunTrust Mortgage, Inc., dated July 16, 2007 and recorded in the York County Registry of Deeds in Book 15210, Page 372, and re-recorded in Book 15485, Page 224 (the “Booth Mortgage”). A true copy of the Booth Mortgage is attached hereto as Exhibit 3 and 4.

8. On March 17, 2009, MERS, by and through its assistant vice president, Marti Noriega, executed an assignment of Mortgage to Litton Loan Servicing, LP (“Litton”). This assignment was recorded in the York County Registry of Deeds in Book 15611, Page 751. A true copy of the 2009 MERS Assignment of Mortgage is attached as Exhibit 5.

9. On August 18, 2010, Booth signed a Loan Modification Agreement with Litton. A true copy of the Agreement is attached as Exhibit 6.

10. On November 14, 2012, Litton Loan Servicing, LP, by and through its vice president, Leticia N. Arias, executed an assignment of Mortgage to Green Tree Servicing, LLC, (“Green Tree”). This assignment was recorded in the York County Registry of Deeds in Book 16464, Page 153. A true copy of the 2012 Litton Assignment of Mortgage is attached as Exhibit 7

11. On or about October 23, 2013, Shapiro & Morley, LLC filed a Complaint for Foreclosure

with the Biddeford District Court. A true copy of the Complaint is attached hereto as Exhibit 8.

12. On or about November 12, 2013, then Counsel for Defendant, James W. Booth, Amy McGarry, Esq., filed an Answer to Complaint for Foreclosure and Request for Mediation. A true copy of the Answer to Complaint is attached hereto as Exhibit 9.

13. On or about August 18, 2014, the Defendant, James W. Booth, entered into a second Loan Modification Agreement with Green Tree. Green Tree executed the Agreement by and through its default services supervisor, Brian A. Abbee. A true copy of the Second Loan Modification Agreement is attached hereto as Exhibit 10.

14. On March 2, 2015, Green Tree, by and through its vice president, Angel Ramirez, executed an assignment of Mortgage to Federal National Mortgage Association ("Fannie Mae"). The Green Tree assignment was recorded in the York County Registry of Deeds in Book 16988, Page 794. A true copy of the 2015 Assignment of Mortgage is attached as Exhibit 11.

15. On January 4, 2017, Fannie Mae executed an assignment of Mortgage to the Plaintiff, Wilmington Trust, National Association, not in its individual capacity, but solely as Trustee for MFRA Trust 2014-2. This assignment was executed by Fannie Mae by and through its attorney-in-fact, Orion Financial Group, Inc., which in turn executed the Assignment by and through its vice president, Connie M. Riggsby. This assignment was recorded in the York County Registry of Deeds in Book 17401, Page 33. A true copy of the 2017 Assignment of Mortgage is attached as Exhibit 13.

16. On or about July 13, 2017, SunTrust Mortgage, Inc., executed and delivered a quitclaim assignment of the Mortgage to the Plaintiff, Wilmington Trust, National Association, not in its individual capacity, but solely as Trustee for MFRA Trust 2014-2, by and through SunTrust's assistant vice president, LaToya Propst. The quitclaim assignment was recorded in the York County Registry of Deeds in Book 17535, Page 341. A true copy of the Quitclaim Assignment is attached

hereto as Exhibit 18.

17. On or about December 18, 2017, Shapiro & Morley, LLC filed a Complaint for Foreclosure against the Premises in the Biddeford District Court (the 2017 Foreclosure). A true copy of the Complaint is attached hereto as Exhibit 20.

18. On or about September 28, 2018, then Counsel for Defendant, James W. Booth, Amy McGarry, Esq., filed an Answer to Complaint for Foreclosure and Request for Mediation. A true copy of the Answer to Complaint is attached hereto as Exhibit 21.

19. On or about February 23, 2024, the 2017 Foreclosure was dismissed without prejudice.

20. On March 18, 2024, the Plaintiff, by and through its attorneys, Doonan, Graves, and Longoria, LLC, mailed a notice of default and mortgagor's right to cure (the "Right to Cure Notice") to the Defendant, James W. Booth, in care of his then attorney, Amy McGarry, Esq. A true copy of the Right to Cure Notice and proof of mailing is attached hereto as Exhibit 23.

21. The Parties agree that Attorney McGarry was authorized to receive this notice on Mr. Booth's behalf by agreement.

22. James W. Booth has remained in possession and control of the Property since the execution of the Note and Mortgage.

23. James W. Booth breached a condition in the Mortgage having defaulted under terms of the Mortgage and Note by failing to satisfy the obligations of the loan.

24. There are no other mortgages or liens encumbering the Property.

25. James W. Booth is the sole owner of the Property, subject to the terms of the Mortgage and the interests held by the current mortgagee, Wilmington Trust, National Association, not in its individual capacity, but solely as Trustee for MFRA Trust 2014-2.

26. Upon information and belief, of both the Plaintiff and the Defendant, there are no public utility easements encumbering the Property.

27. Defendant, James W. Booth, has appeared in this proceeding and is not in the military.

28. Plaintiff and Defendant completed mediation via the Maine Foreclosure Diversion Program, as required by 14 M.R.S. § 6321-A. A true copy of the Mediator's Report is attached hereto as Exhibit 26.

29. The Defendant, James W. Booth, has not made a payment on the loan since September 10, 2014.

Dated: October_24, 2025

/s/Reneau J. Longoria, Esq.
Reneau J. Longoria, Esq., Bar No. 005746
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Dated: October 24, 2025

/s/John Z. Steed, Esq.
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CERTIFICATE OF SERVICE

I, Reneau J. Longoria, Esq., hereby certify that on October 24, 2025, , I served a copy of the above document by electronic notification using the CM/ECF system to the following:

/s/Reneau J. Longoria, Esq.
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